

## **Comments of Integrys Energy Services, Inc. to the ORMD Strawman**

1. Definition of small commercial - Integrys understands the reasoning behind making the definition of small commercial consistent. However, given that changes in customer usage could move a large customer to small status and a small customer to large status, there needs to be clarity that the treatment of a small commercial customer applies for marketing and enrollment. If a customer's status changes during the contract there should be no requirement the RES go back and redo the contract. That should be up to the RES and customer not a mandate. For example what happens to a large commercial customer who falls within the small definition while an enrollment is pending? Do they now receive the rescission period? How are contract renewals handled if the customer was large and now defined as small at the time of their renewal?
2. Section I. 2. - Integrys would like to clarify that the requirement to obtain the Do Not Contact List each month applies only if the RES is actively telemarketing to customers. If the RES is not doing outbound calling they are not required to obtain the list.
3. Section I. 4. ii – Integrys would like to clarify that only after the sale is complete the customer would be left with the required information. If the customer rejects the sale and the sales person is asked to leave the sales persons are not required to continue to provide the information to the customer.
4. Section I. 4. iii – Integrys uses a telephone interpretation service. Therefore in this instance the interpreter would not be present to sign a form but would be over the phone. We would request the rule be amended to instead have the customer indicate on a contract that an interpreter was used and they agreed to that interpreter rather than also requiring the interpreter to sign something.
5. Section I. 5. iii – Integrys would like to clarify that the written disclosure and sales contract are sent to the customer within 3 days of the customer enrollment vs. the utility processed enrollment from the supplier. The current rule simply says enrollment which could mean either.
6. Section I. 6. – Leaving the initialed copy of the uniform disclosure statement with the customer makes no sense. The initialed copy should go back to the RES as proof the uniform disclosure statement was provided to the customer. We agree a copy should be left with the customer but if there is a requirement the customer initial the document as a RES we would prefer to keep that copy for our records. We are not recommending carbon copies which would be difficult to administer and costly.

Integrus does not support a separate disclosure statement for each product. This is not only redundant but creates huge bulk mailings. We may be interpreting this too literally but it appears that any direct mailing would consist of several pages of information for all products. A simpler approach would be to allow the supplier to refer the customer to a website or customer service number for a full list of products.

7. Section I. 7 – We would like to clarify that it is just the product description that must be less than 2 pages and not the entire contract.
8. Section II. 3 – (1) Integrus would prefer the outside of the envelope say “Agreement Renewal Notice” rather than “Contract Expiration Notice” if the contract is being renewed. (2) We would prefer the meter read month/year be an option rather than a specific expiration date given that a meter read change could affect the contract expiration date. (3) This provision would allow a customer to cancel their contract without penalty months before it is over. If the intent was a customer could leave their renewal contract without penalty during that period then we agree however the way this section is written it gives the customer an early out of their existing contract. (4) the addition of affirmative action in this section should be written as “... what if any affirmative action...”. Some contract renewals may not require any affirmative action on the part of the customer to renew. (5) We would like to clarify that the customer switch is after contract expiration and not that they switch while their current agreement is in effect. In addition, the renewal every 31 days is confusing and impossible to comply with. According to this section a supplier would be constantly sending notices to the customer. In addition, this eliminates a fixed price renewal option for the customer.
9. Section III. - Integrus questions whether the total information required in the disclosure can be fit using a 12 point font.
10. Section III (11) – How is this to be applied in an endorsement program or a program when the supplier is the chosen/preferred supplier for a group or government entity?
11. Section IV.1.- This section is unclear on who will determine vagueness or ambiguity in a contract. ICC staff, ICC legal counsel, etc.?
12. Section IV. 2. iii (1)(A) – It should be enough to simply provide the customer with the information needed to contact the ICC. Walking the customer through the complaint procedures should be through the ICC. If a customer is annoyed enough to want to contact the ICC to complain it is more likely that going on and on about what they will need to complain will seem as though we are discouraging them or making it difficult for them to reach the ICC if the supplier is the one passing on this extra information.
13. Section IV. 2. iii (1)(B) – Integrus would like this section clarified to mean only those complaints within the supplier’s services. For example complaints related to incorrect meter reads, high usage, or other items not part of a supplier service should not become a supplier complaint. In addition, if the complaint had nothing to do with the utility and was resolved the supplier shouldn’t have to inform the

utility of the resolution if the complaint did not originate with or involve the utility.

14. Section IV.2. iii (1)(C) - Is this intended to be a separate email from our customer service email or can it be the same?
15. Section IV. 3 – Integrys asks that the report be submitted quarterly rather than monthly. In addition, there needs to be more definition around the types of complaints to be reported. For example, a customer calling to verify their enrollment only to find out they rescinded with the utility should not be a complaint. As written whether or not a customer call is a complaint or a request for information is within the discretion of the supplier and could lead to very different reporting practices. Integrys recommends that any more formal complaints which go to the ICC, which are within the responsibility of the supplier services and which are truly a complaint and not an inquiry should be the reportable items.
16. Section V - Integrys would recommend the 48 hours be increased to 5 business days. 48 hours is a very short period of time to implement technical or process changes which may be required.